

**COLLECTIVE BARGAINING  
AGREEMENT**

**2008 – 2011**

**BETWEEN**

**INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS**

**LOCAL # 470**

**&**

**TOWN OF WARREN**



**PRESIDENT:** SGT. JOSEPH DASILVA, JR.  
**VICE PRESIDENT:** PTLM. MICHAEL MARCELLO  
**TREASURER:** PTLM. KENNETH A. MEDEIROS  
**SECRETARY:** PTLW. KRISTEN BEAULIEU

## **AGREEMENT**

This agreement made and entered into this 28<sup>th</sup> day of July 2008 by and between the **TOWN OF WARREN, RHODE ISLAND**, hereinafter referred to as the "**TOWN**" and **LOCAL 470 OF THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS**, hereinafter referred to as "**LOCAL #470**".

### **WITNESSETH**

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### **ARTICLE I**

#### **1.01 RECOGNITION**

The Town of Warren, RI (hereinafter called "Town") recognizes Local 470 of the International Brotherhood of Police Officers (hereinafter called "Local 470") as the sole and exclusive bargaining agent for all permanent police officers of the WARREN POLICE DEPARTMENT, **except for the Warren Chief of Police**, for the purpose of collective bargaining relative to wages, hours, working conditions and other terms and conditions of employment.

#### **1.02 AGENCY SHOP**

- A. After the effective date of this Agreement, newly appointed probationary and permanent police officers agree, as a condition of their employment, whether or not they may become members of Local 470 to pay to Local 470 a sum equal to the regular monthly dues and assessments for legal fees for negotiations with the Town and for representative services performed by Local 470.
- B. All present permanent police officers who are not members of Local 470 will be required to also pay a sum equal to the regular monthly dues, and any assessments for legal fees for negotiations with the Town and for representative services performed by Local 470.
- C. For all present police officers, such payments shall commence on the pay date for the first payroll period following the effective date of this Agreement. For new employees, the payment shall start on the pay date for the first payroll period after they have become permanent police officers.

#### **1.03 SECURITY**

The Town shall not discharge, terminate, suspend, lay off, or discriminate against any member of Local 470 based on his/her membership in Local 470 or his/her participation in negotiating with the Town or arbitrating grievances with the Town.

#### **1.04 LAYOFF**

- A. The Town shall not lay off any member of Local 470 during the term of his/her contract except for just cause and in accordance with any applicable State or Federal laws.
- B. In the event it shall become necessary for any reason to lay off members of the Warren Police Department, such layoff shall be on the basis of "last person hired -- first person out".
- C. Any permanent police officer laid off shall have the right to be rehired if an opening in the Warren, Rhode Island Police Department shall occur. In the event that more than one officer has been laid off, then a "recall list" shall be maintained according to seniority so that those with the most seniority shall be recalled first.

### **ARTICLE II**

#### **2.01 MANAGEMENT RIGHTS**

Local 470 acknowledges the right of the Town to issue rules and regulations governing the internal conduct of the Police Department, as provided by law.

**The Town and Local 470 agree that Local 470 is not the bargaining agent for the Warren Chief of Police.**

### **ARTICLE III**

#### **3.01 SENIORITY**

Seniority is defined as continuous service in rank from date of appointment to that rank, including all approved leaves of absence. A seniority list shall be posted in all divisions within 30 days of entering into this Agreement. Two copies of the seniority list shall be furnished to the Local 470.

Seniority shall be broken when a police officer voluntarily terminates his/her employment. Seniority shall not be broken when a police officer, injured on duty and placed on pension by the Town, is later found fit for work and returns to duty.

Seniority shall not be broken by the punitive suspension of a police officer from the department nor shall the suspension be considered a break in or interruption of service.

#### **3.02 SENIORITY-FILLING OF VACANCIES**

- A. Seniority shall be the basis for selection and filling of vacancies which occur on any shift. For the purpose of this section, seniority shall include only the employees in rank at the time of the shift assignment. In no instance will an employee be permitted to bump a less senior employee for the purpose of obtaining a shift reassignment of

preference. However, if an opening exists on a shift, the employee with seniority in rank shall be given preference on reassignment. No employee shall be compelled by the Town to fill any shift assignment vacancy other than on a seniority basis.

- B Any employee removed by the Town by mandatory order from any shift assignment shall be entitled to bump onto the shift he left to go into the position being terminated. The junior member on that shift must then take an available "open slot".

### 3.03 SHIFT ASSIGNMENT

- A. There shall be maintained a balanced shift according to the following schedule and exclusive of the Chief and exclusive of the Lieutenants during their normally scheduled shifts:
- There shall be at least three (3) officers on the 7 AM – 3 PM shift.
  - There shall be at least four (4) officers on the 3 PM – 11 PM shift.
  - There shall be at least three (3) officers on the 11 PM – 7 AM shift.

In addition to the above personnel, there shall be at least one (1) civilian dispatcher on duty at all times.

Lieutenants may be utilized within the minimum manning described in Section 3.03 A to replace officers who are out sick, injured on duty, on vacation, days off, or on special assignment no more than 15 shifts each, not in conjunction with each other (both not to be used on the same shift), annually.

Detectives may be utilized within the minimum manning described in Section 3.03 A to replace officers who are out sick, injured on duty, on vacation, days off, or on special assignment. Detectives will work in uniform performing patrol duties. **Assignment to this duty shall be made in accordance with the seniority provisions of this Collective Bargaining Agreement.**

- B. All officers, within the minimum manning described in Section 3.03 (A) above, who are out sick, on vacation, day off, or special assignment shall be replaced.
- C. Prior to special officers, all permanent police department officers will be offered positions first, whether for overtime or for special assignment.
- D. All personnel working between the hours of 3 PM – 11 PM shall receive a shift premium of \$.35 per hour in addition to normal wages received.

All personnel working between the hours of 11 PM – 7 AM shall receive a shift premium of \$.55 per hour in addition to normal wages received.

### 3.04 OVERLAP SHIFT

At the discretion of the Town Manager, there may be a supplemental patrol shift. The hours to be designated by the Chief of Police. It shall be staffed with at least one (1) permanent police officer

but, otherwise, it shall be without a minimum manning requirement. Assignment to this shift shall be on seniority basis.

## **ARTICLE IV**

### **4.01 WORK SCHEDULE/LUNCH PERIOD/HOLIDAY PROCEDURE**

Within the limits of reasonable operating efficiency and proper utilization of manpower, schedule of work shall be organized into three (3) permanent shifts. There shall be three (3) eight (8) consecutive hour shifts for 11 PM --7 AM, from 7 AM – 3 PM, and from 3 PM to 11 PM. An eight (8) consecutive hour tour of duty shall be for eight (8) consecutive hours and shall be deemed to include a one-half (1/2) hour lunch period, while still on call. During the holidays, as set forth in Article VIII herein, the lunch hour shall be for the duration of one (1) hour while still on call. A shift from 6 PM – 2 AM may be established at the discretion of the Town Manager. This provision applies to all officers.

On the following holidays, Christmas, Thanksgiving, and New Year's Day, members covered by this Agreement shall be allowed one and one half (1-1/2) hours for lunch while still on call.

### **4.02 ROTATION**

The shifts outlined in 4.01 of this Agreement shall not be rotated.

### **4.03 SUBSTITUTIONS**

The Police Department will, on a voluntary basis, during the term of this Agreement, allow substitution between employees provided, however, that the reason for this substitution shall be approved by the Chief of Police or the next individual in charge, which approval shall not be unreasonably withheld, and provided further that the employee seeking a substitution submit such a request to the Chief of Police within a reasonable time in advance of the said substitution.

## **ARTICLE V**

### **5.01 VACANCIES – PERMANENT**

- A. The department shall continue to anticipate and plan for filling vacancies and shall endeavor to have a promotional list available. The department shall continue to make promotions, as soon as is practicable after a vacancy occurs. In no case shall this period exceed sixty (60) days (including probationary Patrol Officers). This list shall be valid for one (1) year. The Town Manager shall choose any of the top three qualifying under this Article to fill a vacancy.

- B. The minimum permanent number of personnel in the Warren, Rhode Island Police Department shall consist of twelve (12) Patrol Officers, one (1) Detective Sergeant, two (2) Detectives, three (3) **Patrol** Sergeants, two (2) Lieutenants and one (1) Chief.

## **5.02 EXAMINATION**

- A. The procedure for all promotions within the police service shall be as follows: The Town shall publicly announce by official bulletins and other suitable information releases all competitive examinations for promotion within the police service thirty (30) days in advance of the scheduled date of such examination. The bulletins and releases shall specify the title and pay range of the class position; a description of the work to be performed; the minimum qualifications required; the time, place and manner of filing applications; the minimum score required on the written examinations, as well as on length of service.
- B. The names of all texts used (if any) shall be given to all persons taking examination at least 30 days prior to the dates of the examination. This shall be for reference purposes.

## **5.03 MINIMUM QUALIFICATIONS REQUIRED FOR ALL PROMOTIONS**

Graduation from a standard high school or successful completion of an equivalency examination. The following minimum service time shall be required in the individual class titles:

**DETECTIVE SERGEANT:** Any member holding rank of Detective or above.

**POLICE SERGEANT:** At least four (4) years of satisfactory service as a Patrol Officer (including service as a Probationary Patrol Officer).

**DETECTIVE:** At least four (4) years of satisfactory service as a Patrol Officer (including service as a Probationary Patrol Officer).

**LIEUTENANT:** At least two (2) years of satisfactory service as a Police Sergeant or Detective Sergeant.

## **5.04 EXAMINATION TYPES**

A written examination administered by an impartial person chosen by the Town Manager and an oral examination administered by an impartial group of examiners. In addition, an employee performance evaluation of each competitor will be made by the Chief of Police and the competitor's supervisor. Said evaluation shall not be used in the promotion's test scoring procedure below but shall be kept as part of the Personnel Brochure of the competitor.

The order of these examinations and evaluation shall be as follows and posted in the same order:

1. Performance Evaluation by Chief  
(Discretionary) 1 – 10 points
2. Length of uninterrupted service (one  
Point per year up to twenty (20) years 1 – 20 points
3. Oral Examination 50 points
4. Written Examination 75 points

The maximum overall permissible score is 155 points. For the purpose of determining written examination scores, the percentage of correct answers on the written test will equal the point score for that test (example: 60% of questions answered correctly will equal sixty (60) points for that written examination phase of the procedure). It is understood that the maximum percentage score on any written examination is 100 percent.

The oral examination board shall be composed of one member appointed by Local 470, one by the Chief of Police and one chosen by the other two members by agreement. Each member of the three member oral examination board will be allowed to score from 1 – 50 points for each candidate. The overall average of all three members will be the candidate's final score. Each member of the oral board is required to sign their final score for each candidate. Said signed document, along with the written question and answer sheets of each candidate, shall be retained in the office of the chief and available for review by the candidate for a period of one year. Such documents shall not be considered part of a candidate's personnel or employment file.

The criteria used for the oral examination will be selected by the three (3) members of the board itself.

## **5.05 CHIEF OF POLICE**

- A. **Except as stated in Section 5.05 B, the Chief of Police is excluded from the Collective Bargaining Agreement.**
- B. If the Chief of Police is hired from within the department, such person must hold the rank of Sergeant or above at the time of such appointment.

## **ARTICLE VI**

### **6.01 DUTIES**

- A. The duties of the members of the Police Department shall consist of upholding the Constitution of the United States and the State of Rhode Island and all the Town ordinances and regulations.
- B. Physical washing of police vehicles shall not be a function or duty of any police officer. However, an officer may be required to transport a police vehicle to a car wash facility and remain with same for cleaning.
- C. Physically making monetary deposits for the Town or any other shall not be a function of

any police officer. However, officers may be required to provide a security escort when requested, for that purpose.

## **6.02 DETAILS TO OTHER DEPARTMENTS PROHIBITED**

The Town agrees that members of the Warren Police Department, whose duties are defined in this Agreement, shall not be detailed to other departments of the Town except in case of emergency.

## **ARTICLE VII**

### **7.01 HOURS**

- A. The regular work schedule for all members of the bargaining unit effective September 12, 1977, shall be four (4) days on duty and two (2) days off duty.
- B. **Lieutenants shall work a (5) days on, two (2) days off schedule, Monday through Friday; one (1) Lieutenant shall work from 7:00 a.m. to 3:00 p.m. and the other Lieutenant will work from 8:00 a.m. to 4:00. p.m., both with paid holidays off. The base work week for this position shall be forty (40) hours at straight time.**

**At the discretion of the individual Lieutenant and the Chief, either compensatory time or payment at straight time will be received for hours worked between 37.5 - 40. It is mutually understood that Article 3, Section 3.02 Seniority-Filling of Vacancies, will be recognized in the assignment of the Lieutenants. Further, upon the agreement of the Chief of Police and the individual Lieutenant, the schedule for each Lieutenant may be adjusted in variance to what is stated above.**

- C. **The Detective Sergeant shall work a five (5) days on and a two (2) days off schedule. The base work week for this position shall be forty (40) hours at straight time, Monday through Friday (8:00 a.m. - 4:00 p.m.), with paid holidays off. At the discretion of the Detective Sergeant and the Chief of Police, either compensatory time or payment at strait time will be received from 37.5 - 40 hours. Upon the agreement of the Chief of Police and the Detective Sergeant, the schedule outlined in this paragraph may be adjusted.**
- D. **The Detectives shall work a five (5) days on and two (2) days off schedule. The base work week for this position shall be forty (40) hours at straight time, Monday through Friday (8:00 a.m. - 4:00 p.m.), with paid holidays off. At the discretion of the Chief of Police and the Detectives, either compensatory time or payment at straight time will be received between 37.5 - 40 hours. Upon the agreement of the Chief of Police and individual**



**Detective, the schedule outlined above may be adjusted.**

## **7.02 LUNCH PERIOD**

Permanent members shall be allowed thirty (30) minutes while still on call.

## **7.03 OVERTIME**

- A. All hours worked in excess of the regular eight (8) hour shift shall be compensated for at a rate of time and one half (1.5). Any time worked over fifteen (15) minutes in any hour shall be compensated for as one (1) full hour at the overtime rate. All hours in excess of 37.5 hours per four (4) day shift shall be compensated at a rate of time and one-half.
- B. **Compensation for attendance at conference and seminars will be for reasonable travel time and actual instructional time.**
- C. An overtime list will be maintained so that overtime is offered to personnel on a rotating basis. Any mandatory order to work an overtime shift shall be in accordance with the **seniority** provisions of this contract. Detectives will not be on the order back list for overtime unless there are three (3) or more officers out due to sickness, injury, maternity leave, or FMLA. At no time will Sergeants or Lieutenants be placed on the order back list.
- D. **Employees of the Warren Police Department may elect to accept compensatory time off for overtime worked. Compensatory time off earned shall begin to accumulate on the pay date immediately following the overtime worked.**

**Employees may accrue a maximum of one hundred and fifty (150) compensatory time hours. Individual agreements for additional compensatory time accrual may be entered into between the employee and the Chief of Police in special circumstances. Employees will be afforded a reasonable opportunity to take compensatory time off.**

## **7.04 CALL BACK PAY**

Employees called back during emergencies shall be compensated for at least four (4) hours. The pay for this time shall be at the overtime rate of pay as heretofore set forth in Section 7.03 of this Article. The Chief of Police has the discretion to keep said officer on call back for existing work for up to a four (4) hour period paid by the Town."

## **7.05 OVERTIME LIMITATIONS**

The overtime provisions contained in 7.03 and 7.04 above will be paid only up to and including the rank of Lieutenant.

## **ARTICLE VIII**

## 8.01 PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the Warren Police Department.

Members of the bargaining unit working thirty-seven and one-half (37.5) hours and who are normally required to work on authorized holidays, shall be granted uniformly an additional one (1) day's pay for each of the following holidays:

New Years Day	Thanksgiving Day
Veteran's Day	Christmas Day
Labor Day	Memorial Day
Washington's Birthday	V-J Day
Member's Birthday	Columbus Day
July 4	Martin Luther King Day
RI Independence Day	Day after Thanksgiving Day
1/2 Day Good Friday	1/2 Day on Christmas Eve
Full day biennially between Presidential elections	
Presidential Election Day	

The Local agrees to combine the 1/2 day holidays into one full holiday for the purpose of record keeping. The two half days will be combined with Good Friday being considered the full holiday for the purpose of record keeping.

## ARTICLE IX

### 9.01 SALARIES

A.

	2008-09 3.5%	2009-10 3.5%	2010-11 3.5%
<b>Rank:</b>			
<b>Lieutenant</b>	<b>\$54,860.23</b>	<b>\$56,780.33</b>	<b>\$58,767.65</b>
<b>Detective Sergeant</b>	<b>\$51,806.83</b>	<b>\$53,620.07</b>	<b>\$55,496.77</b>
<b>Sergeant</b>	<b>\$51,806.83</b>	<b>\$53,620.07</b>	<b>\$55,496.77</b>
<b>Detective</b>	<b>\$49,807.89</b>	<b>\$51,551.17</b>	<b>\$53,355.46</b>
<b>Patrol Officer</b>	<b>\$47,271.14</b>	<b>\$48,925.63</b>	<b>\$50,638.03</b>
<b>Patrol Officer (Jr.)</b>	<b>\$42,191.45</b>	<b>\$43,668.16</b>	<b>\$45,196.54</b>
<b>Patrol Officer (Probationary)</b>	<b>\$37,111.79</b>	<b>\$38,410.70</b>	<b>\$39,755.08</b>

B A permanent officer is an officer appointed by the Town Manager after satisfactory completion of at least one year of probationary service. A Junior Patrol Officer is a permanent officer for the one year following the completion of his or her probationary period. A Junior Patrol Officer becomes a Patrol Officer after serving one year as a Junior Patrol Officer.

## 9.02 LONGEVITY

- A. There shall be paid every regular police officer **hired prior to July 1, 2008**, in one lump sum on the pay date immediately preceding the 15<sup>th</sup> of December of one year, the following amounts for tours of service:

<b>After Five (5) years permanent service</b>	<b>5.5%</b>	<b>of base salary</b>
<b>After Ten (10) years permanent service</b>	<b>6.5%</b>	<b>of base salary</b>
<b>After Fifteen (15) years permanent service</b>	<b>7.5%</b>	<b>of base salary</b>
<b>After Twenty (20) years permanent service</b>	<b>8.5%</b>	<b>of base salary</b>
<b>After Twenty-five (25) of permanent service</b>	<b>9.5%</b>	<b>of base salary</b>

Separate checks will be given for longevity pay.

- B. **For each and every Police Officer hired on or after July 1, 2008, longevity will be calculated as follows:**

<b>After Five (5) years permanent service</b>	<b>4.0%</b>	<b>of base salary</b>
<b>After Ten (10) years permanent service</b>	<b>5.0%</b>	<b>of base salary</b>
<b>After Fifteen (15) years permanent service</b>	<b>6.0%</b>	<b>of base salary</b>
<b>After Twenty (20) years permanent service</b>	<b>7.0%</b>	<b>of base salary</b>

## ARTICLE X

### 10.01 SICK LEAVE

- A. Each police officer in the employ of the Warren Police Department, excluding those on non-job connected sick leave, who is available for duty for a minimum of eight (8) hours work within the calendar month shall, on the last day of each calendar month be credited with twelve (12) hours of paid sick leave. For purposes of this section, a day shall be eight (8) hours.
- B. Each employee, so qualifying, as set forth above, shall be credited with a yearly - maximum of 144 hours non-job connected sick leave.
- C. There shall be a maximum accumulated sick leave of 180 days. When an employee has accumulated the maximum number of sick days (180), the Town will pay to each police officer, where applicable, at the end of its accounting period (June 30), a premium, in the form of a lump sum of cash payment, of 75% of the days in excess of the maximum (180).
- D. The retirement of an employee with accumulated sick leave will require the Town to pay said retiree upon retirement an additional stipend of **85%** of the days accumulated at the last rate of pay.
- (1) Alternatively, upon completion of 20 years of service, a member may announce his/her retirement effective as of a certain date. In lieu of taking the sick leave lump sum provided in paragraph D of this Section, a member may elect to receive

said sum on a weekly basis without the requirement of working. In this event, said member shall not be entitled to accumulate additional sick leave or receive holiday pay during the said "pay out" period.

- E. Whenever a union member becomes sick, he/she shall report same immediately to the superior officer on duty. The report shall be logged in a "Sick Book" to be kept by the Police Department. The Union will receive a copy of the sick list bi-weekly. Job-related injuries or job-related illnesses shall not be deducted from the officer's "sick leave" allotment.
- F. After the union member who has called in sick has been out sick 72 hours (3 days), he/she shall produce a doctor's report if requested by the Chief of Police or his/her designated representative(s), as to the condition of the sickness if he or she is to be out for a period of time and give an estimation of said period of time.
- G. The Town may require at its expense that the employee submit to an examination by a duly-licensed physician of its choice, verification of the findings of the employee's physician.
- H. Any employee who is injured while performing work other than:
  - (a) his or her town duties, or
  - (b) detailed assigned and worked under Article XVIII of this Agreement, shall be placed by the Department Head on a no work -- no pay status.
- I. Holiday pay to employees on sick leave for three (3) consecutive work days or less shall not be at full holiday pay but rather paid for four (4) hours. Any sick leave for more than three (3) consecutive work days shall be entitled to full holiday pay. Holiday pay to employees on I.O.D. status shall be at full holiday pay.
- J. Any officer calling out sick during any regularly scheduled shift shall not be eligible for special detail for a 24-hour period from the end of the shift on which he or she has called out sick on. This provision shall not apply to callback status.
- K. Any officer claiming I.O.D. must cooperate with the Chief and Town Manager regarding the scheduling of medical exams.
- L. Any Officer who is on IOD for a period of time exceeding three hundred sixty five (365) days, and receives a medical opinion that it is unlikely that he or she will be able to return to work within one hundred eighty (180) days from the expiration of the initial three hundred sixty five (365) day IOD period, shall apply for a disability pension with the Employee Retirement System for the State of Rhode Island. Local 470 and the Town of Warren will enter into a Memorandum of Understanding regarding police officers denied a disability pension by the Employee Retirement System for the State of Rhode Island.**

## **ARTICLE XI**

### **11.01 VACATION SCHEDULE AS FOLLOWS:**

- A. All employees who have been employed for six (6) months to one (1) year shall receive four (4) days vacation with pay, annually.
- B. All employees with one (1) year to three (3) years of continuous employment shall receive ten (10) days vacation with pay annually.
- C. All employees with three (3) to five (5) years of continuous employment shall receive fourteen (14) days vacation with pay annually.
- D. All employees with five (5) to ten (10) years of continuous employment shall receive eighteen (18) days of vacation with pay annually.
- E. All employees with ten (10) years, but less than fifteen (15) years of continuous employment shall receive twenty-two (22) days vacation with pay annually.
- F. All employees with fifteen (15) years but less than twenty (20) years shall receive twenty-six (26) working days with pay.
- G. All employees with twenty (20) years or more of continuous service shall receive thirty (30) days vacation with pay annually.
- H. All employees announcing their retirement via irrevocable letter of intent to the Town may, in lieu of receiving lump sum payment for time accumulated, elect to receive said sum on a weekly basis without the requirement of working. In this event, said member shall not be entitled to accumulate additional sick leave or holiday pay during said "pay out" period.

### **11.02 PERSONAL DAYS**

All employees shall be entitled to two (2) personal days per year. The employee, however, shall give at least twenty-four (24) hours notice to the Chief of Police of said employee's desire to use the said days. These personal days shall not be deducted from the employee's vacation days. **An employee may convert unused personal days accrued during the preceding year into sick days.**

### **11.03 ACCUMULATION OF VACATION DAYS**

All members shall be permitted to accumulate vacation days and said accumulated vacation days shall be taken within four (4) years.

### **11.04 COMMENCEMENT OF VACATION**

It is expressly agreed that the employee's first day of vacation will commence on the day following his/her last day off, at the option of the employee. It is further agreed that the employee's days off shall continue to rotate during the term of his/her vacation.

## **11.05 WITHHOLDING OF VACATION DAYS**

Only twelve (12) consecutive leave days are allowed at one time, without written consent of the Chief of Police.

Dates for vacation cannot be unreasonably withheld.

## **ARTICLE XII**

### **12.01 CLOTHING ALLOWANCE**

**The clothing allowance for replacement uniforms for all members of the bargaining unit shall be six hundred fifty (\$650.00) dollars for fiscal year 2009; it shall be six hundred seventy five (\$675) dollars for fiscal year 2010 and seven hundred (\$700.00) dollars for fiscal year 2011. Payment shall be via separate check.**

Upon appointment to the police force, all new members shall receive an additional three hundred dollars (\$300.00) clothing allowance for that year. This purchase allowance shall be paid in the first pay period in September.

The protective gear issued by the Town of Warren shall be separate from the uniform allowance.

### **12.02 MAINTENANCE ALLOWANCE**

**All members of Local 470 shall be granted a uniform maintenance allowance of seven hundred fifty (\$750.00) dollars for fiscal year 2009, seven hundred seventy five (\$775.00) dollars for fiscal year 2010, and eight hundred (\$800.00) dollars for fiscal year 2011, and payable the first pay period in March. Payment shall be via separate check.**

### **12.03 PROTECTIVE GEAR**

- A. The Town of Warren agrees to supply members of the bargaining unit with the following protective clothing and equipment: rain gear, revolver, handcuffs, whistles, Sam Brown belts, holsters, bullets, helmets, nighttime sticks, cartridge holders, keys, two (2) badges, handcuff case, illuminated clothing for night duty and other equipment supplied for normal course of duties.

All clothing and equipment purchased or supplied under this article shall be approved by the Chief of the Police Department.

The Town shall provide each officer two hundred (200) rounds of ammunition annually for practice. The ammunition shall be in addition to the ammunition supplied for semi-annual qualification. Ammunition for qualification purposes will also be provided by the Town to officers for their off-duty weapons.

- B. The Town shall provide each uniform patrol division member one (1) Kevlar protective ballistic vest of no lesser resistance than "Level II". The protective

Vests shall be replaced when no longer wearable as determined by the Chief of Police and/or department policy. In addition, the Chief of Police (or his/her delegate) shall be the responsible party in formulating and administering departmental policy with respect to the annual supply of ammunition for practice and the use of protective vest, including policy as to when the provided vests must be worn.

- C. All leather gear and equipment shall be inspected annually for wear/defects by the Chief of Police, or his designee, and replaced as necessary.

## ARTICLE XIII

### 13.01 HEALTH AND DENTAL INSURANCE

- A. Subject to the provisions of Subsection K, below, all members of the bargaining unit shall be entitled to receive full family coverage under Blue Cross Health Mate Plan 2000 and shall be entitled to full family coverage under the same plan, including Health Mate 2000 prescription rider, and Delta Dental Level IV (\$2,000.00).
- B. The Town agrees for the duration of this Agreement to maintain Blue Cross/BlueShield-MajorMedical coverage to one million dollars (\$1,000,000.00), to maintain coverage at three hundred sixty-five (365) days with full maternity coverage and emergency rider.
- C. All Emergency Room visits that do not result in an admission will require a \$25.00 co-pay.
- D. **The Town agrees to pay any employee hired prior to July 1, 2008 25% of his or her health coverage premium in lieu of the health coverage. The Town agrees to pay any employee hired after July 1, 2008, either a fixed amount of three thousand (\$3,000.00) dollars in lieu of health coverage if that employee is eligible for Family Coverage, or a fixed amount of one thousand (\$1,000.00) dollars in lieu of health coverage if that individual is eligible only for Individual Coverage.**
- E. An organ transplant rider is included in this contract.
- F. All employees hired after July 1, 1994 shall be required to pay 10% of their health insurance premiums.
- G. All employees hired on or after July 1, 1999 shall be required to pay 20% of his or her health insurance premiums.
- H. Any employee may select a medical insurance plan costing more than Health Mate 2000 provided, however, that the employee pays 100% of the additional cost of the plan selected.
- I. Any regular police officer retiring during the term of this contract shall be carried on the Town's Blue Cross Plan for four (4) years, unless retiring police officer receives

the same coverage from another employer. After four (4) years, be able to buy through the Town at their rate.

- J. All retired members of the Police Department and their spouse who shall be permitted to purchase Blue Cross/Physician's Service coverage in the Town, at Town rates, after benefits provided under paragraph (B) of this section have been exhausted, if available from the provider. Retired members will be entitled to select any plan that is offered to regular town employees so long as the retired member agrees to pay premiums at the same rate as those paid by the Town.
- K. The Town may seek other health insurance plans so long as the coverage is equal or better than the current plan. Both the Town and the Local have to mutually agree that the coverage is comparable, and may not implement without Union ratification.

#### **ARTICLE XIV**

##### **14.01 TIME OFF WHILE PERFORMING UNION DUTIES**

- A. All employees covered by this Agreement, who are Local 470 officers or members of said Local Collective Bargaining Negotiation Committee or Grievance Committee not to exceed three (3) members, shall be allowed time off from their duties for conferences requested by the Town of Warren.
- B. Such time off with pay shall be granted to the employee without the requirement to make up said time provided, however, that the foregoing shall not be construed to limit said Locals Negotiating Committee to three (3) members.

#### **ARTICLE XV**

##### **15.01 TEMPORARY SERVICE OUT OF RANK**

- A. Members of the Warren Police Department covered by this Agreement, up to and including the rank of Lieutenant who assume the responsibilities of higher rank, shall be compensated for this service at the same grade as the person for whom they are filling in. This shall be paid whether the Patrol Officer is held over or called back.
- B. The person to be paid the command differential shall be the ranking police officer.
- C. The Town need not pay the senior police officer at the sergeant's rate when the Lieutenant is on duty.

#### **ARTICLE XVI**

##### **16.01 BEREAVEMENT PAY**

- A. In the event of a death occurring in the immediate family of a member of the Police Department, the Town agrees to pay such member for a period of four (4) days for the



purpose of attending funeral services and making necessary arrangements, therefore the term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of a member, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather and grandmother. The immediate family shall also include a person who is actually a member of and living in the employee's household through a tie of obligation or friendship.

- B. If the bereavement period is interrupted by days off, such bereavement will be credited with the days off.
- C. The period of bereavement for an aunt, uncle, nephew, niece or spouse's grandparent will be two (2) days with pay; with the same days of credit limitation set out in 16.01 (A).

#### **16.02 KILLED IN THE LINE OF DUTY**

When a police officer is killed in the line of duty the Town will pay funeral expenses not to exceed **thirty thousand (\$30,000.00) dollars.**

#### **16.03 LIFE INSURANCE**

**The Town will provide each employee with life insurance in the amount of fifty thousand (\$50,000.00) dollars and accidental death and disbursement coverage in the amount of fifty thousand (\$50,000.00) dollars.**

### **ARTICLE XVII**

#### **17.01 COURT TIME**

- A. Court time, registry time, Municipal Court and A.A.D. hearing times, when required by the Town on a police officer's time-off duty, shall be at time and one half rate of pay, with a minimum of four (4) hours pay.
- B. The Chief of Police has the discretion to keep said officer on court time on duty for existing work for the balance of the four (4) hours, which are paid by the Town for emergency purposes only.

### **ARTICLE XVIII**

#### **18.01 SPECIAL DETAILS**

- A Any employee who is assigned to any special detail shall be compensated at **\$37.00** an hour as of July 1, **2009**. There shall be no deduction for the lunch period. Any special detail as of July 1, **2010** shall compensated at a rate of **\$39.00** per hour, and any special detail as of July 1, **2011**, shall be compensated at a rate of **\$40.00** per hour. Officers

shall be paid @ time and one half their hourly rate for "Town-paid" details. All other provisions outlined in this section shall apply through the term of this contract.

There shall be a four (4) hour minimum with time and one half (1/2) on holidays. Time and one half (1/2) shall also be paid after eight (8) hours on any detail, as well as on any detail between 4 PM and 7 AM.

- B All construction **and traffic control** details on Saturday shall be paid at time and one half (1/2) with four (4) hours minimum. All time after five (5) minutes on a highway detail shall be paid at a rate of one (1) hour. Sundays and holidays shall be paid in the same manner, but at double time with a four (4) hour minimum. After 8 hours, officers will be paid at the rate of double time and one half. **Holidays are defined in Section 8.01 of this Collective Bargaining Agreement, entitled Paid Holidays.**
- C All bar and non-traffic details must pay time and one half (1/2) for holidays and for services over eight (8) hours, but will not pay any premium for service between 4 PM and 7 AM or for Saturday and Sunday. After 8 continuous hours on details as described in this section, officers shall be paid at double rate.
- D Any officer calling out sick during any regularly scheduled shift shall not be eligible for special detail for a 24-hour period from the end of the shift on which he or she has called out sick on. This provision shall not apply to callback status.

## **18.02 DETAIL PRIORITIES**

All permanent members of the Warren Police Department shall have priority on all details. A rotating list shall be maintained as in 7.03 (C). The order of selection shall be permanent members, retired members and reserve officers. All retired members have the right to work special details regardless of whether they reside in town.

## **18.03 INJURIES SPECIAL DETAILS**

Whenever an officer of the Warren Police Department covered by this Agreement, who has been assigned to any private or special details, is injured in the course of such detail, he/she shall be compensated by the Town of Warren for all medical and hospital expenses, etc; and also the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended.

# **ARTICLE XIX**

## **19.01 GRIEVANCE PROCEDURE**

For the purpose of resolving alleged grievances of employees of the Warren Police Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town:

- A. The Grievance Committee Chairman of Local 470 (Union), or his/her designee shall, within seven (7) calendar days after the employee(s) has become aware, or should have become aware of the occurrence of the event giving rise to the alleged grievance, submit to the Chief of Police the grievance in writing. If the grievance is not presented within the time limit set forth above, it shall be considered waived. Any waiver is without prejudice to another person filing a grievance if the incident occurs on another occasion in the future.
- B. The Chief of Police shall respond in writing concerning the grievance, to the Union within seven (7) calendar days from the receipt of the grievance. If the Chief of Police does not respond within seven (7) calendar days, the grievance shall be deemed denied.
- C. The Union may appeal the decision of the Chief of Police to the Town Manager within seven (7) calendar days from receipt of the denial of the grievance from the chief, or if deemed denied, seven (7) days from the expiration of the seven (7) day limit established in Section (B). By mutual consent the timeliness specified in this section and Section (B) may be waived.
- D. The Town Manager shall consider the grievance within 10 days. A decision in writing shall be delivered to the Union within five (5) days. If no answer has been received by the Union within ten (10) days following the submission of the grievance to the Town Manager, then the grievance shall be deemed denied.
- E. The Union, upon receipt of the answer from the Manager of the Town of Warren, or upon the date that the grievance is deemed denied, shall have fifteen (15) calendar days to initiate arbitration proceedings. If said arbitration proceedings are not initiated within fifteen (15) calendar days, the grievance is waived. Any such waiver shall be without prejudice to taking another similar grievance to arbitration in the future if the incident should occur in the future.

## **19.02 ARBITRATION**

Within ten (10) days from the expiration of the period set forth in Section 19.01 C of this Article, the Town and Local 470 shall appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated by it as its representative, who shall meet and appoint a third disinterested person who shall act as Chairman of the Board of Arbitrators. In the event that the two (2) representatives cannot agree upon the third disinterested person within five (5) days, then they shall request the assignment of an arbitrator by the American Arbitration Association.

- A. In all cases involving a grievance, which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his/her grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his/her own choosing.
- B. All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.
- C. The decision of an arbitrator shall be binding on the parties and enforceable in court.

## **ARTICLE XX**

### **20.01 WORK STOPPAGE**

In consideration for the right to a resolution of disputed questions under the terms and provisions of Title 28, Chapter 9.2 of the General Laws of Rhode Island, 1956 as amended entitled "Police

Officer's Arbitration"; permanent police officers of the Warren Police Department shall have no right to engage in any work stoppage, slow down, or strike.

## **ARTICLE XXI**

### **21.01 POLICE VEHICLES**

A. All police vehicles purchased for patrol use shall be four-door models and shall be of heavy-duty manufacture (standard police package). These vehicles shall be equipped with protective screens between the front and rear seats. These vehicles shall also contain emergency kits and flares, as decided upon by the Town Manager, Chief of Police and the Local 470. These vehicles shall also be maintained in proper running order.

## **ARTICLE XXII**

### **22.01 SELECTION OF SCHOOLS**

Whenever training courses or other schooling are offered to a member or members of the Police Department, a notice of the courses shall be posted and every officer shall be given the opportunity to attend at the discretion of the Town Manager.

### **22.02 REIMBURSEMENT – SCHOOL COSTS**

In the event a course of instruction for police officers is offered within the State of Rhode Island, any officer who attends such school with the permission of the Town Manager on his/her own time, shall be reimbursed for any tuition and other reasonable expense, including books, fees and transportation, that he incurs in the attendance of such school for as long as he/she remains in good standing in such course of instruction.

### **22.03 EDUCATION STIPEND**

The Town will pay an additional stipend in August of each year to officers who have attained college degrees in criminal justice or a related field at the following rate:

Associates Degree      **\$450.00**

Bachelor's Degree      **\$700.00**

Masters Degree            \$900.00

## **ARTICLE XXIII**

### **23.01 RETIREMENT FOR POLICEMEN**

There shall be a retirement plan which shall be that plan adopted by the General Assembly in 1968 which is entitled "Optional Retirement for Policemen and Firemen" and which is found in Chapter 45-21.2 of the General Laws of the State of Rhode Island.

This plan is modified by the provisions of 45-21.2-22 of the General Laws effective July 1, 1989. The plan provided to the Warren Police is a plan that provides for retirement after 20 years of service. Years of service shall be defined by Chapter 45-21.2.

Longevity pay, vacation pay and sick leave pay accrued or accruing to a retiring officer shall be paid upon the date of retirement.

Any member retiring after July 1, 1994 shall be entitled to C.O.L.A. Plan-C as defined in the General Laws of Rhode Island Title 45, Chapter 21-52, as amended.

### **23.02 BENEFITS UPON RETIREMENT**

Commencing July 1, 1983, upon retirement, all benefits paid under this contract other than those stated otherwise, shall be paid on a pro/rata basis and this shall be determined in accordance with the member's anniversary date. All officers retiring during the term of this agreement may be appointed Police Reserve Officers at the discretion of the Town Council until they attain the age of 58 years.

### **23.03 RESIGNATION**

Officers choosing to resign after ten (10) years of full time service, shall receive 100% accrued vacation and 75% accrued sick leave, upon date of resignation.

## **ARTICLE XXIV**

### **24.01 RETROACTIVITY OF BENEFITS**

All benefits enumerated herein and all applicable time in service requirements shall be retroactive to the date an employee was first employed by the Town as a probationary or regular Patrol Officer.

## **ARTICLE XXV**

### **25.01 PAYROLL DEDUCTIONS**

Upon written request of the members of Local 470 to the Town Council, payroll deductions for savings bonds, Local 470 dues, and Credit union shall be honored.

## **ARTICLE XXVI**

### **26.01 INSURANCE**

The Town shall maintain and pay for a liability insurance policy insuring the Town and all members of the Local against all claims arising out of the course of the members of Local 470 employment with the Town, for negligence, false imprisonment and assault and battery. The Town also agrees to provide civil rights brutality insurance at the Town's expense. Copies of all policies shall be provided to Local 470.

## **ARTICLE XXVII**

### **27.01 PHYSICAL EXAMINATION**

- A. All employees shall be required to undergo a comprehensive physical examination once every three (3) years by a physician selected by the officer from a list of two (2) physicians mutually agreed upon by the Union and the Town. The cost of such examination not covered by a member's Blue Cross will be borne by the Town. The employee will take the examination on his/her own time at no overtime cost to the Town.
- B. With respect to participation in the program, if an officer is diagnosed as having a propensity toward hypertension or heart disease, or if the officer is found to have existing hypertension or heart disease, the officer shall be required to follow the medical advice of the examining (or attending) physician.

### **27.02 PHYSICAL FITNESS PROGRAM**

- A. All employees shall participate in a physical fitness program, the elements of which are set forth in Appendix "A" of this Agreement. Age shall be considered when scoring the physical fitness tests.
- B. There is a need for education of employees in the causes and prevention of hypertension and coronary heart disease as well as the promotion of good nutrition, stress reduction, etc.

The Town agrees to conduct seminars and provide materials for education in this area. Such education shall include advice on the causes of hypertension and coronary heart disease, weight control, diet counseling, physical exercise, smoking cessation, stress

management techniques and improving mental health.

The Union will allow members to attend such seminars while off duty at no cost to the Town in terms of overtime or callback pay.

- C. The Town agrees to pay directly to any physical fitness facility once a year in August a sum of either 50% of membership dues or \$300, annually, whichever is less, directly to the facility for annual membership enrollment, provided the employee agrees to maintain membership and pay any other fees as may be required.

## **27.03 PHYSICAL FITNESS IN GENERAL**

- A. The physical fitness program shall not be used as a disciplinary tool or as a means directed at a particular officer or officers to discredit their public image.
- B. Any employee who after participation in the program for whatever reason does not meet the standards of physical fitness will be referred to his/her physician who will advise the employee and the Town of the medical advice/instructions given the employee to assist the employee in meeting the standards.
- C. The physician will conduct follow-up exams every thirty (30) days for three (3) months to determine if the employee is making progress toward meeting the standards.
- D. At such time as advised by the physician, the employee shall enroll and participate in a structured program at a physical fitness facility such as the YMCA.
- E. Doctors' cost not covered by the employee's health coverage will be equally shared by the employee and the Town.
- F. The employee and the Town will share cost of enrollment in the physical fitness program equally.
- G. Any employee who willfully violates the provisions of this article shall be subject to disciplinary action as prescribed by departmental policy pursuant to the General Laws of the State of Rhode Island Title 42-28-6-14 as amended, commonly known as the Rhode Island Law Enforcement Officers' "Bill of Rights".

## **ARTICLE XXVIII**

### **28.01 LIGHT DUTY**

It is mutually agreed that light duty is voluntary and subject to the following conditions:

- A. The individual member agrees to return to work.
- B. The member's physician agrees to the duties assigned.
- C. A physician chosen and agreed upon by the member's physician and the Town's

physician, if necessary, will conduct an independent medical evaluation.

- D. A time frame of six (6) weeks would be required to pass before the member would be eligible to return to work.
- E. A maximum of four (4) hours of light duty daily would be assigned, at which time the member would be released from duty.
- F. A member assigned to light duty would be assigned to the day shift (7:00 A.M. – 3:00 P.M.) only.
- G. A cap of one (1) year would apply to any member assigned to light duty.
- H. Light duty would not affect minimum manning staffing requirements.

#### **28.02 Pregnant Officers, Maternity/Paternity Leave:**

- A. Pregnant officers are eligible for modified duty assignments as appropriate to their physical capabilities and well being. Pregnant officers shall be permitted to continue working on regular duty or modified duty assignments as long as they present a monthly physician's certificate, or until such time a physician recommends that work be curtailed.
- B. "Modified duty" shall be assigned by the Chief of police, and shall be limited to Mondays through Fridays, 8:00 am to 4:00 pm following the administrative schedule. In addition, pregnant officers shall have NO contact/interaction with prisoners.
- C. Assignment to modified duty shall not affect the officer's pay classification, pay increases, promotions, retirement benefits and/or any other benefits employee would normally receive.
- D. Officers shall be allowed to use all "sick", compensatory", "leave" and "personal days" for the purpose of maternity/paternity leave. Officers may also use the "Family Medical Leave Act" either in conjunction with, or in place of personal/leave days.
- E. The assignment of Officer(s) to modified duties will not affect the minimum manning staffing requirements.

### **ARTICLE XXIX**

#### **29.01 DURATION OF THIS AGREEMENT**

This Agreement shall be for three (3) years commencing on the first day of July 2008 in accordance with the Agreement reached between the I.B.P.O. #470 and the Town through the



negotiation process. It shall remain in full force and effect thereafter from year to year unless either party, at least one hundred twenty (120) days prior to July 1, 2011 (the expiration date), gives to the other party written notice of its intention to terminate or amend this agreement.

**IN WITNESS WHEREOF, THE TOWN OF WARREN AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN AND THE SAID WARREN LOCAL 470 INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS AND TOWN OF WARREN SIGNED, AND BY THEIR DULY AUTHORIZED REPRESENTATIVES, AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**IN THE PRESENCE OF**

**TOWN OF WARREN  
TOWN COUNCIL PRESIDENT**

**IN THE PRESENCE OF**

**INTERNATIONAL BROTHERHOOD  
OF POLICE  
OFFICERS/Local 470**

**RATIFIED BY UNANIMOUS VOTE OF THE WARREN TOWN COUNCIL**

**ON : \_\_\_\_\_**